

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

INTRODUCTION

Agreement to provide Children's Protective Services between the Grand Traverse Band of Ottawa and Chippewa Indians and The Michigan Department of Social Services.

This Agreement is between the Michigan Department of Social Services ("Department"), whose mailing address is 235 S. Grand Ave., Lansing MI 48909 and the Grand Traverse Band of Ottawa and Chippewa Indians ("Tribe"), a federally recognized Indian Tribe, whose mailing address is R#1, Box 135, Suttons Bay, MI 49682.

BACKGROUND

The Department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the Federal Government, and is further authorized to contract with State or local units of Government and private agencies under the provisions of MCLA 400.10: and

The Department and Tribe have lawful authority to enter into this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919; and

Joseph Raphael, Tribal Chairman, has lawful authority to bind the Tribe to the terms of this Agreement.

AGREEMENT

1. Purpose

The purpose of this Agreement is to provide Children's Protective Services coverage to the members of the Tribe residing on tribal trust land in Leelanau County, Michigan, and to authorize protective services workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and tribal workers.

**2. Protective
Services Coverage
on Tribal Trust
Land**

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon Tribal trust land. Regardless of the Tribe's exclusive jurisdiction, the parties wish to authorize DSS protective services workers to act on the Tribe's behalf to protect the welfare of Tribal members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service' workers of Leelanau County as Tribal protective services workers under the Tribes Children's Code. DSS workers will exercise full authority of protective Service Workers under said code.
- b. DSS agrees to provide protective services coverage on Tribal trust land in Leelanau County, according to Act No. 238 P.A. of 1975, as amended, and DSS policy for providing children's protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised when Tribal child welfare workers are unavailable. This will principally occur after working hours and on week-ends and holidays. During business hours, protective services matters will be referred to Tribal child authorities. However DSS workers may act in emergency situations and DSS workers need not contact Tribal authorities prior to acting under this Agreement but DSS workers shall notify the Tribe within a reasonable time.
- d. In the event that a child is taken into custody by DSS workers under this agreement, the placement decision shall be made by the DSS worker with placement priority as follows, when feasible:
 1. In the home of a responsible relative of the child.
 2. In a Tribal shelter care home.
 3. In a DSS shelter home.

The Tribe will provide a list of Tribal shelter homes to DSS for this purpose.

- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this agree-

ment shall be transferred to Tribal authorities upon demand or on the next working day following removal from the home.

- f. DSS workers will provide a written report of each call it receives on trust land to Tribal authorities.

3. Shelter Care Costs

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this Agreement, if such placements are not eligible for public funding.

4. Court Proceedings

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in Tribal Court in the prosecution of the case in Tribal Court.

5. Police Services

The Tribe agrees that it will provide for police assistance to DSS workers. Tribal police may be contacted through the Leelanau County Sheriff Department's central dispatch office. If Tribal law enforcement is unavailable, the Leelanau County Sheriff's Department is authorized to enforce Tribal law on trust lands pursuant to a Mutual Assistance Agreement.

6. Actions Against The Department

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off Tribal trust lands arising out of or connected to the performance of this Agreement must be brought in the appropriate courts of the State of Michigan and not the Tribal Courts which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan, including those laws pertaining to the immunity of the State and its employees.

**7. Information And
Training**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this agreement.

**8. Coordinating
Committee**

A committee consisting of the Tribe's Director of Field Services, a Tribal social worker, the County Director of the Leelanau County Department of Social Services and DSS protective services workers is established to resolve any questions relating to the implementation of this Agreement or to resolve any disputes arising under it.

9. Disputes

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety days from the date of such notification. Within this ninety day period the Tribe, at the request of the Department, must meet with the Director of the department for the purpose of attempting to resolve the dispute.

10. Confidentiality

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

**11. Terms And
Amendment Of
Agreement**

This agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice of the other party.

12. Liability

The tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the

Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation, the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the department as they may appear.

SIGNATURES

The Department and Tribe have caused this Agreement to be executed by their respective, authorized representatives.

Dated at Suttons Bay, Michigan this 26 th day of May, 1990	THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS
Witness: <u>William H. H. H.</u>	<u>Joseph C. Raphael</u> JOSEPH C. RAPHAEL, Chairman
Dated at Lansing, Michigan this 6 th day of September, 1990	MICHIGAN DEPARTMENT OF SOCIAL SERVICES
Witness: <u>Linda L. L.</u>	<u>L. Annette Abrams</u> L. ANNETTE ABRAMS, Director Office of Children and Youth Services